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INTERSTATE COMMERCE COMMISSION

December 27, 1988

Recordation No. 6869

DEC 27 1988 3:50 PM
6869-1
RECORDATION NO. 6869

Dear Ms. McGee:

On behalf of Union Pacific Railroad Company, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two enclosed executed counterparts of a secondary document, not previously recorded, entitled Assignment, dated as of January 1, 1989. The aforesaid document relates to that certain Lease of Railroad Equipment, dated January 10, 1973, recorded with the Interstate Commerce Commission under Recordation No. 6869 on January 22, 1973 and should be filed under the next available letter designation under Recordation No. 6869 which we believe will be -D.

\$13.00 filing fee

The Assignor is:

Missouri Pacific Railroad Company
c/o Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

3-362A062

The Assignee is:

Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

The Lessor, which joins in the document to evidence its consent, is:

Platte River Associates
1220 Market Building
Suite 700
P.O. Box 198
Wilmington, Delaware 19899

The said Assignment assigns to Union Pacific Railroad Company the interest of Missouri Pacific Railroad Company in

DEC 27 3 43 PM '88
NOTOR OPERATED BY UNIT

this one is
6869-0

No. DEC 27 1988
Date
Fee \$ 13.00
ICC Washington, D.C.

Countersigned [Signature]

the aforesaid Lease of Railroad Equipment insofar as it relates to twenty (20) locomotives.

The units of equipment covered by the Assignment are the twenty (20) locomotives identified on Exhibit A to the Assignment, a copy of which is attached hereto.

A short summary of the document to appear in the ICC Index is as follows:

"Assigns Lease as to 20 locomotives."

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,



Philip M. Kinkaid
Representative in fact for the
sole purpose of this filing
for Union Pacific Railroad
Company

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

BY HAND

a:tranup.1tr

Exhibit A

Union Pacific

IDENTIFICATION OF UNITS

Twenty (20) 2000 H.P. EMD Model GP-38-2 Locomotives

Unit #

**MP2074
MP2075
MP2076
MP2077
MP2078
MP2079
MP2080
MP2081
MP2082
MP2083
MP2084
MP2085
MP2086
MP2087
MP2088
MP2089
MP2090
MP2091
MP2092
MP2093**

INTERSTATE COMMERCE COMMISSION

C.D. No. 54792-23-2

DEC 27 1988 3-504

RECORDED

1269-18

NOV 1988

ASSIGNMENT

Missouri Pacific Railroad Company ("Assignor"), and Platte River Associates ("Lessor"), or their predecessors in interest, have heretofore entered into an agreement dated January 10, 1973 (hereinafter "Lease") covering Assignor's lease of locomotives from Lessor.

Effective as of November 1, 1988, the Assignor does hereby sell, assign, transfer and set over, unto Union Pacific Railroad Company ("Assignee") all of Assignor's right, title and interest under the Lease, including any supplement or amendment thereto (if any), as to the twenty GP-38-2 locomotives described on Exhibit A attached hereto.

The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in the Lease and any supplement or amendment thereto (if any) to be performed and observed by the Assignor and assumes all liabilities and obligations mentioned in the Lease and any supplement or amendment thereto (if any) to be assumed by the Assignor with respect to the said twenty GP-38-2 locomotives.

The Lessor, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of the Lease, whether voluntary, by operation of law, or otherwise, without the prior consent in writing of the Lessor; and PROVIDED, FURTHER, that, as between the Assignor and the Lessor, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in the Lease or any supplement or amendment thereto (if any) to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said Lease.

The Assignee contemplates requesting the Lessor to execute a First Amendment to Lease of Railroad Equipment (the "First Amendment"), for the purpose of amending certain provisions of the Lease insofar as they relate to the said twenty GP-38-2 locomotives. In addition, the Assignor contemplates requesting the Lessor to execute a Second Amendment to Lease of Railroad Equipment (the "Second Amendment"), for the purpose of amending certain provisions of the Lease insofar as they relate to the seventeen GP-38-2 locomotives under the Lease that are being retained by the Assignor. If such First Amendment and Second Amendment are executed in substantially the form of the drafts previously submitted to the Lessor, the Assignor and the Assignee hereby acknowledge (as a clarification of the Amendments) that neither Amendment shall impair, modify or affect any of the provisions of the Lease insofar as they apply to the locomotives not covered by such Amendment. Without limiting the generality of the foregoing, the Assignor and the Assignee hereby acknowledge that, after such Amendments are executed, (a) the Assignee shall be obligated to pay the rental set forth in Section 3 of the First Amendment with respect to the twenty GP-38-2 locomotives assigned to it under this Assignment, and (b) the Assignor shall be required to pay the rental set forth in Section 3 of the Second Amendment with respect to the seventeen GP-38-2 locomotives retained by it.

Executed in triplicate this 21st day
of December, 19 88.

MISSOURI PACIFIC RAILROAD COMPANY,

By [Signature]
Title Chairman and CEO

UNION PACIFIC RAILROAD COMPANY,

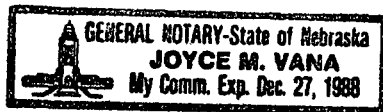
By /S/ Mike Walsh
Title Chairman and CEO

PLATTE RIVER ASSOCIATES

By [Signature]
Title Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

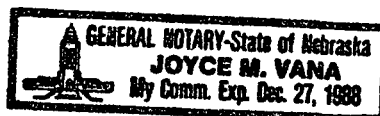
The foregoing instrument was acknowledged before me this 21st day of December, 1988, by Mike Walsh, Chairman and CEO of Missouri Pacific Railroad Company, a Delaware corporation, on behalf of the corporation.



Name: Joyce M. Vana
Title: Asst. Secy
Joyce M. Vana - Notary Public
My Commission Expires: December 27, 1988

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21st day of December, 1988, by Mike Walsh, Chairman and CEO of Union Pacific Railroad Company, a Utah corporation, on behalf of the corporation.



Name: Joyce M. Vana
Title: Asst. Secy
Joyce M. Vana - Notary Public
My Commission Expires: December 27, 1988

6869-D

Exhibit A

Union Pacific

IDENTIFICATION OF UNITS

Twenty (20) 2000 H.P. EMD Model GP-38-2 Locomotives

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MP2093